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POL 7613

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Village of Hamburg, Clerk

VILLAGE OF HAMBURG

and

HAMBURG POLICE BENEVOLENT ASSOCIATION

June 1, 2004 to May 31, 2010

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JUN 07 2006

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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Agreement made this 17th day of May 2004, between the Village of Hamburg, a municipal corporation, having its principal office at 100 Main Street, New York, herein called "Village", and Hamburg Police Benevolent Association representing certain employees of the Hamburg Police Department, herein called "Association".

WHEREAS, the Village has recognized the Association as the sole and exclusive representative of certain employees of the Village of Hamburg Police Department; and

WHEREAS, the parties have negotiated concerning the terms and conditions of employment of the employees represented by the Association; and

WHEREAS, the parties wish to reduce to writing the agreement between them;

IT IS MUTUALLY AGREED AS FOLLOWS:

## **ARTICLE 1**

### **RECOGNITION**

#### **SECTION 1.1**

The Village hereby acknowledges the certification (Perb. Case No. C-2836) dated December 14, 1984 of the Hamburg Police Benevolent Association as the sole and exclusive representative and bargaining agent, for the maximum period provided by law, for all employees in the Police Department of the Village, excluding part-time employees, civilian employees, seasonal employees, Chief, and Captain of the Department. Further, the Village hereby expressly acknowledges that the said representatives shall represent the Lieutenants of the Police Department effective as of June 1, 1997.

#### **SECTION 1.2**

The Association shall have exclusive payroll deduction of membership dues for employees covered by this agreement. Payment and deductions shall be remitted by the Village to the Association.

#### **SECTION 1.3 AGENCY SHOP**

- (a) Any present or future employee represented by the Association, who is not a union member and who does not make application for membership, shall have deducted from his/her wage or salary the amount equivalent to the dues levied by such association. The Village shall make such deductions and transmit the sum so

deducted to the Association provided however, the Association has established and maintained a procedure providing for the refund to any employee demanding the return of any part of a agency shop fee deduction which represents the employee's pro rata share of expenditures by the Association in aid of activities or causes only incidentally related to terms and conditions of employment.

- (b) The Association shall hold the Village harmless against any and all suits, claims, demands and liabilities arising out of an action of the Village in connection with this section.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

#### **SECTION 2.1 - MANAGEMENT RIGHTS**

Except as expressly limited by other provisions of this Agreement, all of the authority, right and responsibilities possessed by the Village are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives and policies of the Village; to determine the facilities, methods, means and number of personnel required for conduct of Village programs; to administer the examination, selection, recruitment, hiring, appraisal, training, retention, promotions, assignment, or transfer of employees pursuant to law; to direct, deploy and utilize the workforce; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law and the provisions of this Agreement. In making shift assignments, all other things being equal, the President of the unit recognized as the bargaining agent for police employees from time to time will be given consideration in his/her preference of a shift assignment.

#### **SECTION 2.2 - MINIMUM MANNING**

The Village hereby agrees to a minimum manning level of thirteen (13) full time officers, including the Chief of Police, through May 28, 2010. The Village further agrees to make every effort to fill unforeseen vacancies in accordance with the Civil Service Law at once in order to meet this minimum manning level. The Village also agrees to maintain a minimum patrol strength of two officers per shift through May 28, 2010 whenever possible using all means at its disposal. One of the two officers per shift must be a full time Hamburg PBA member. However nothing in this agreement will mandate the minimum of two patrol officers per shift if it would require an officer to work more than sixteen consecutive hours.

### SECTION 2.3 - EMPLOYMENT OF PART-TIME POLICE OFFICERS

The Association hereby agrees that the Village may employ part-time police officers thru May 28, 2010 under the following guidelines:

- (a) Part-time officers may be scheduled to work no more than 96 cumulative hours over 2 consecutive pay periods commencing with the pay period of 06/05/2004 through 07/02/2004.
- (b) Part-time officers may work additional hours only after the entire regular overtime roster is exhausted.
- (c) Part-time officers must have a minimum of three (3) years full time or five (5) years part-time experience as a DCJS certified police officer.
- (d) Whenever a part time officer is used but is unable to work the entire eight (8) hour shift, the officer in-charge of that current shift will contact a patrolman (in order of seniority) from the next shift to see if he/she is willing to cover the open time. If no patrolman is willing and a Lieutenant is working the next shift, they will be requested to cover the open time. If no officer is willing, then the remaining officer for the shift in question will be required to cover the remainder of the shift by themselves. Any officer that accepts covering the open time will be compensated at the rate of time and one half ( 1 ½ ) of his/her normal salary as outlined in section 4.7 a and c of this agreement, with a minimum compensation of one hour. At no time will section 4.9 of this agreement cover section 2.3 (d).

## ARTICLE 3

### PROHIBITION AGAINST STRIKES

#### SECTION 3.1

The Association shall not engage in a strike, nor cause, instigate, encourage or condone a strike.

#### SECTION 3.2

The Association shall exert its best efforts to prevent and terminate any strike.

## ARTICLE 4

### SALARY

#### SECTION 4.1 GENERAL SALARY

All employees covered by this Agreement shall receive wage increases during the term of this Agreement as follows:

An annual salary increase to be effective June 1<sup>st</sup> of each year based upon the cost of living using the **National Consumer Price Index - Urban Wage Earners and Clerical Workers - Non Seasonally Adjusted - U.S. City Average - for All Items - Base period 1982**, as published by the U.S. Bureau of Labor Statistics. The increase for the upcoming year will be based on the annual increase in the CPI-W for the preceding calendar year. The Increase will be calculated using the annual index numbers for the preceding year using the following formula:

Using the **Annual Column**, as published on March 1st, of the Table described above, determine the difference between the two proceeding calendar year index numbers by subtraction. This number is then divided by the lower of the two index numbers. This total is then multiplied by 100, to obtain the percentage increase in the CPI - W. For Example:

Annual index number 2003 = 535.6  
2002 = 523.9

$$535.6 - 523.9 = 11.7$$

$$11.7 \text{ Divided by } 523.9 = .022332506$$

$$.022332506 \times (\text{multiply}) 100 = 2.2332506 = \text{percent increase for CPI - W}$$

The percentage increase will be calculated to the third decimal place and then rounded to the nearest hundredth decimal place. Any number between 0 and 4 will be rounded down. Numbers 5 through 9 will be rounded up.

Example: 2.233 is rounded to 2.23  
2.235 is rounded to 2.24

In addition to the CPI-W increase, salaries for the upcoming year will be increased by an additional one-half percent. For example, if the CPI-W annual increase is determined to be 3.272%; the total salary increase for the period beginning June 1<sup>st</sup> will be 3.77% i.e. (3.272 + .50 = 3.77).

The minimum guaranteed annual salary increase will equal 2.50%. The maximum annual salary increase will be 4.50%. These floor and ceiling salary increases take precedence over the CPI-W plus one half percent formula. For example, if the CPI-W for the preceding calendar year



is 1.564%, the additional one half salary increase would only add up to a 2.064 percent increase. The minimum annual salary increase under this scenario will be 2.50%. Conversely, if the CPI-W for the preceding calendar year is 4.564%, the additional one half percent salary increase would add up to 5.064 percent increase. Under this scenario, the annual salary increase will be 4.50%

Should there be any recalculation to the CPI-W by the Bureau of Labor Statistics after the salary increase has been determined, then the annual salary percentage will be adjusted accordingly in the next fiscal year.

E.G.

On March 1<sup>st</sup> the CPI increase was listed as 3.00 %

On July 1<sup>st</sup> the CPI increase is changed to 4.00 %

On March 1<sup>st</sup> of the next fiscal year the CPI increase is listed as 3.00 %

In this scenario, the adjusted CPI increase for the next fiscal year would then be 4.00 %. Any Adjustments that are made to the CPI increase due to a recalculation by the Bureau of Labor Statistics, shall not be limited by either the floor or ceiling rates as discussed previously in this section.

#### SECTION 4.2 SALARY DETERMINATION FOR OFFICERS HIRED PRIOR TO JUNE 1, 2000.

- (a) Annual salary increases using the methodology in Section 4.1 will apply to all Officers hired prior to May 31, 2000, under the following salary schedule:

Police Officers	\$57,741.00 ( 2003 - 2004 regular salary )
Lieutenant	\$ 63,360.00 ( 2003 - 2004 regular salary )

The annual salary for these officers will be adjusted annually in accordance with the annual rates established using the Section 4.1 salary determination formula.

- (b) Shift differential

In addition to section 4.2 (a),

Any officer (excluding the detective when not assigned to road patrol ) working the 12 - 8 shift shall be paid in addition to his/her regular salary, at the rate of a additional three quarters of one percent (3/4 %) of their regular salary, per year, pro-rated on a daily basis.

Any officer (excluding the detective when not assigned to road patrol ) working the 4-12 shift shall be paid in addition to his/her regular salary, at the rate of a additional one half of one percent (1/2 %) of their regular salary, per year, pro-rated on a daily basis.

In order to obtain the additional shift differential percentage, a covered officer must actually work such shift. A continuation of work ( overtime ) beyond or before the actual scheduled shift the officer is assigned to, shall be paid at the rate of the actual scheduled shift, including any appropriate shift differential.

E.G.

- (1) Officer "A" is scheduled 12 x 8. Officer "A" comes out 1 hour early to cover for a part time officer leaving. Officer "A" will be paid the additional 12 x 8 shift differential (3/4%) for that additional hour.
- (2) Officer "B" is scheduled 8 x 4. Officer "B" works 6 hours over due to an arrest. Officer "B" is paid at the 8 x 4 rate and is not entitled to the additional 4 x 12 Differential.

SECTION 4.3 SALARY DETERMINATION FOR OFFICERS HIRED AFTER AUGUST 31, 2000.

- (a) For all full time Officers hired after August 31, 2000 the following salary schedule will apply:

Years of Service	Amount
Less than 1 year	Seventy-five percent (75%) of salary rate for police officer annual salary with more than 2 years of service as shown in section 4.2.
At least 1 year, but less than 2	Eighty percent (80%) of salary rate for police officer annual salary with more than 2 years of service as shown in section 4.2.
At least 2 years, but less than 3	Eighty five percent (85%) of salary rate for police officer annual salary with more than 2 years of service as shown in section 4.2.
At least 3 years, but less than 4	Ninety percent (90%) of salary rate for police officer annual salary with more than 2 years of service as shown in section 4.2.
Upon completion of 4 years	One hundred percent (100%) of salary rate for police officer annual salary with more than 2 years of service as shown in section 4.2.

The annual salary for these officers will be adjusted annually in accordance with the annual rates established for Section 4.2 Officers using the Section 4.1 salary determination formula.

The daily rate of pay shall be obtained by dividing the basic annual salary by two hundred sixty(260) and the hourly rate of pay shall be obtained by dividing the daily rate by eight (8).

(b) Shift differential

In addition to section 4.3 (a),

Any officer (excluding the detective when not assigned to road patrol ) working the 12 - 8 shift shall be paid in addition to his/her regular salary, at the rate of a additional three quarters of one percent ( $\frac{3}{4}\%$ ) of their regular salary, per year, pro-rated on a daily basis.

Any officer (excluding the detective when not assigned to road patrol ) working the 4-12 shift shall be paid in addition to his/her regular salary, at the rate of a additional one half of one percent ( $\frac{1}{2}\%$ ) of their regular salary, per year, pro-rated on a daily basis.

In order to obtain the additional shift differential percentage, a covered officer must actually work such shift. A continuation of work ( overtime ) beyond or before the actual scheduled shift the officer is assigned to, shall be paid at the rate of the actual scheduled shift, including any appropriate shift differential.

E.G.

- (1) Officer "A" is scheduled 12 x 8. Officer "A" comes out 1 hour early to cover for a part time officer leaving. Officer "A" will be paid the additional 12 x 8 shift differential ( $\frac{3}{4}\%$ ) for that additional hour.
- (b) Officer "B" is scheduled 8 x 4. Officer "B" works 6 hours over due to an arrest. Officer "B" is paid at the 8 x 4 rate and is not entitled to the additional 4 x 12 Differential.

#### SECTION 4.4 LONGEVITY PAY

In addition to any compensation which an employee may be otherwise entitled to by virtue of his/her being an employee of the Village, employees shall continue to receive longevity pay computed on the basis of continuous satisfactory service as an employee of the Village in accordance with the following. Each employee shall receive one hundred dollars (\$100) for each year of service as a employee of the Village of Hamburg. Longevity payments shall be paid to each employee starting upon completion of their 5th year of service. For example at five (5) years of service - \$500, at six (6) years of service - \$600. The maximum longevity payment will be capped at two thousand five hundred dollars (\$2500) equating to 25 years of service. Longevity payments shall be paid to each employee entitled to same, in a single annual payment on the regular payday nearest to and prior to each employee's employment anniversary date. A employee who retires prior to their anniversary date shall be paid on a prorated monthly bases for longevity. ( E.G. Officer "A" retires on June 5<sup>th</sup> and his anniversary date is October 1<sup>st</sup>, Officer "A" would receive 8/12ths of the longevity payment normally due him/her on October 1<sup>st</sup>. The officer will receive this longevity payment with his last regular pay roll check.

#### SECTION 4.5 DETECTIVE PAY

An officer who is permanently assigned to detective duty shall be paid a stipend of (\$1200) twelve hundred dollars in addition to his/her regular salary. Such stipend shall be paid as part of the detective's annual salary. A detective shall also receive a separate payment, a clothing allowance at the rate of seven hundred-fifty dollars (\$750.00) per year. The clothing allowance will be paid in a single payment on the last regular payday each November.

#### SECTION 4.6 EDUCATION PAY

- (a) In addition to any other compensation, employees completing an Associate Degree shall annually receive two hundred fifty dollars (\$250.00) additional salary. Employees who complete a Bachelor of Science Degree shall annually receive three hundred fifty dollars (\$350.00) additional salary. Employees who complete a Masters Degree shall annually receive four hundred fifty dollars (\$450.00) additional salary. If an employee receives two hundred fifty dollars (\$250.00) premium for an Associate Degree and then goes on to complete a Bachelor of Science Degree, he/she shall receive one hundred (\$100.00) in additional annual salary for the completion of the Bachelor of Science Degree. If an employee receives three hundred fifty dollars (\$350.00) premium for a Bachelor of Science Degree and then goes on to complete a Masters Degree, he/she shall receive one hundred (\$100.00) in additional annual salary for the completion of the Masters Degree.
- (b) Employees entitled to the additional salary provided for in subparagraph (a) shall be determined as of June 1st of each year of this agreement. Employees are required to file in the Clerk-Treasurer's Office a transcript of the course of study successfully completed and the degree awarded to the employee, duly certified by an authorized officer of an accredited institution of learning before the additional salary will be paid.
- (c) The monetary benefits of this section shall be paid to eligible employees in a single separate payment in the last pay period in the month of November each contract year.

#### SECTION 4.7 OVERTIME

- (a) Time and one-half shall be paid for all authorized overtime voluntarily worked over the normal shift schedule in effect, including court appearances, arrests, emergencies, training activities and Datamaster duty. Amounts paid to employees pursuant to this section shall be in addition to any pay which the employee may otherwise be entitled to receive by virtue of any other provisions of this agreement.

- (b) Whenever an employee is required to work beyond his regularly scheduled eight hour shift because a subsequent shift is inadequately staffed due to illness or scheduling shortage, such employee shall be entitled to mandatory overtime pay at twice his/her normal rate of pay for all such time worked. It is understood that mandatory overtime pay shall not apply to overtime hours worked due to training, court appearances, travel time, arrests, emergencies or any other reason not related to a scheduling shortage.
- (c) In lieu of premium pay, members of the bargaining unit will have the option of taking time off, otherwise referred to as "compensatory time". Members of the bargaining unit utilizing this option shall be entitled to time off at the rate of compensation equal to the monetary rate the individual could have received (one and one half hours for each hour of voluntary overtime worked, two hours for each hour of mandatory overtime worked). The parties agree that compensatory time may be used when such requested time has been accrued and is available on the overtime records of the Department.
- (d) The Chief of Police or his/her designee will maintain a correct list of members covered by this agreement in order of their seniority. When an employee is requested or required to work overtime, an attempt will be made to fill such position with respect to the title being filled.
- (e) Separate overtime lists shall be maintained for employees holding the rank of Lieutenant and employees holding the rank of Police Officer.
- (f) When a lieutenant reports off sick, and less than two men are working, a replacement shall come from the next lieutenant on the list by rotation. If no lieutenant accepts the overtime, the police officer's list will be used by rotation. If no police officer accepts the overtime, the part timer's call out list will be used. If no replacement can be made from any of the lists, the lieutenant from the previous shift must stay out. If two lieutenants are working the previous shift, the senior lieutenant will have the option to stay out. If no lieutenant is working the previous shift, then the senior police officer from the previous shift must stay out.
- (g) When a police officer reports off sick, and less than two men are working, a replacement shall come from either:
  - (1) The lieutenant's call out list (as explained above in section f) if no lieutenant is working
  - (2) The patrolman's call out list if a lieutenant is already working or no lieutenant accepts the call out.

Anytime the patrolman's call out list is used, the replacement shall come from the next patrolman on the list, by rotation. If no police officer accepts the overtime, the lieutenant's list will be used by rotation. If no lieutenant accepts the overtime, the part timer's call out list will be used. If no replacement can be made from any of the lists, then a lieutenant from the previous shift must stay out if no lieutenant is working, otherwise one of the police officers from the previous shift must stay out. If the officer calling off was scheduled as "senior patrolman" due to no lieutenant working, then the senior officer from the previous shift must stay out. Likewise if the junior officer calls off, the junior officer from the previous shift must stay out.

Note: The object of these call out procedures is to try to have a lieutenant working the shift whenever possible.

- (h) Anytime there is an opening on a shift that cannot be filled, such open shift shall be filled by an officer from the previous shift as outlined in section (f) and (g).
- (I) No employee is allowed to work 24 hours straight (except under an extreme emergency situation and only then if authorized by the Chief of Police). An officer (either Lieutenant or police officer) is not allowed to accept an overtime call out, nor can the officer be forced to stay over from a previous shift, if either one would cause that officer to work 24 hours in a row.
- (j) Whenever an officer is forced to stay over for a full shift, he will be compensated at the double time rate.

#### SECTION 4.8 - OUT- OF- TITLE PAY

Any employee assigned to a rank higher than his/her regular rank working in an emergency situation shall be paid for all such work at his/her own rate or the rate of the title in which he/she is working, whichever is higher. An emergency situation is defined to be an emergency declared by a governmental authority that results in an emergency situation within the village.

#### SECTION 4.9 CALL - IN PAY

When an employee leaves his/her place of work at the end of his/her normal hour of duty and is then recalled to perform additional services for the Village after his/her normal duty hours, he/she shall be compensated for no less than three (3) hours pay at the rate of time and one-half of his/her normal salary, regardless of the amount of time required to perform the service for which he/she was recalled.

## ARTICLE 5

### RETIREMENT

#### SECTION 5.1

The Village will provide a plan whereby the employees covered by this Agreement shall be entitled to retire at one-half ( $\frac{1}{2}$ ) their basic rate of salary after twenty (20) years of continuous employment by the Village, as well as those benefits set forth in Section 384d of the Retirement and Social Security Law to eligible employees. The plan will be implemented in accordance with the provisions of Section 365 (E) and Section 384 of the Retirement and Social Security Law of the State of New York. In addition, the Village will provide the employees with the option of participating in the non-contributory "Improved Career" plan set forth in Section 375 (I) of the Retirement and Social Security Law of the State of New York. In all events, at the time of retirement, employees shall have the right to utilize the provisions of Section 302-9(d) of the Retirement and Social Security Law using the final average salary based on the employee's final twelve-month earnings.

#### SECTION 5.2

The benefits received by an employee who retires as of a date subsequent to the expiration date of this contract but prior to the date to which agreement shall be reached on a new contract, shall be determined under the provision of this Agreement.

## ARTICLE 6

### POLICE CONFERENCE

#### SECTION 6.1

The Village shall provide sufficient release time with pay for two (2) employees of the Department who are authorized to attend the annual meeting of the Police Conference of New York. The association will provide to the Chief of Police the dates and times for the upcoming conference before the scheduled time for vacation picks. These dates will then be blocked off on the vacation schedule in order to allow the officers to attend the conference before any bidding takes place. It is understood that any necessary expenses associated with attending such meeting shall not be borne by the Village. Upon returning from the annual meeting, the employees who attended the conference shall submit a written report to the Chief covering the substance of the matters considered and actions taken at such conference.

## ARTICLE 7

### RESIDENCY REQUIREMENTS

#### SECTION 7.1 NEW EMPLOYEES

All employees who are hired subsequent to June 1, 1994 must, as a condition for receiving a permanent appointment, permanently reside within the limits of the Village of Hamburg. Thereafter, as a condition of continued employment, such employees must continue such residency within the Village limits. Employees have the right to appeal this residency requirement to the Village Board of Trustees.

## ARTICLE 8

### MEDICAL AND DENTAL BENEFITS

#### SECTION 8.1

The Village will provide Medical Coverage under one of the following health plans to be chosen by the employee:

- (a) Independent Health Flex Fit plan with three tier co-pay prescription option (\$10/\$20/\$35), plus dependent coverage to 19/student coverage to age 23. The Village will reimburse the employees the co-pay portion for outpatient x-ray, emergency ambulance service, in patient hospitalization and outpatient medical procedures. The Village agrees to cover employees for mental health, chemical dependency services, prosthetics & appliances, skilled nursing facility and medical equipment including any co-pays.
- (b) Community Blue II plan with three tier co-pay prescription option (\$10/\$20/\$40), plus dependent coverage to 19/student coverage to age 23. The Village will reimburse the employees the co-pay portion for outpatient x-ray, emergency ambulance service, in patient hospitalization and outpatient medical procedures. The Village agrees to cover employees for mental health, chemical dependency services, prosthetics & appliances, skilled nursing facility and medical equipment including any co-pays.
- (c) Univera Health Care Plan with three tier co-pay prescription option (\$10/\$25/\$45), plus dependent coverage to 19/student coverage to age 23. The Village will reimburse the employees the co-pay portion for outpatient x-ray, emergency ambulance service, in patient hospitalization and outpatient medical procedures. The Village agrees to cover employees for mental health, chemical dependency services, prosthetics & appliances, skilled nursing facility and medical equipment including any co-pays.



## SECTION 8.2

Each employee approved for enrollment by the Civil Service Employees Association shall be provided with CSEA Silver Vision Care (family plan) at no cost to the employee.

## SECTION 8.3

The health benefits described above will be paid by the Village unless the employee and/or spouse is covered by an equal plan or like plan during the term of this Agreement, in which case coverage will be terminated in favor of the other plan. If such other plan is no longer available to the employee and/or spouse, the benefits set fourth in this Article will be provided.

## SECTION 8.4

The Village will maintain a continuing review and evaluation of the benefits provided pursuant to Section 8.1 herein, in terms of coverage cost and administrative effectiveness. In the course of such review and evaluation the Village will investigate and evaluate other available medical and hospital benefit plans. The Village, at its option, may present to the Association a proposal to provide medical and hospital coverage from a source other than those listed in Section 8.1 which the Village considers comparable in terms of coverage, cost and administrative effectiveness to consider, evaluate and negotiate concerning any such proposal, but the coverage provided pursuant to Section 8.1 may not be terminated or other coverage substituted therefore except with the express written approval of the Association. The Village agrees to pay any increase in the cost of HMO coverage.

## SECTION 8.5

- (a) After 20 years of service, an officer who wishes to retire and attains age 45 shall be eligible for health benefits (described in Sections 8.1, 8.2 and 8.8 ) at the expense of the Village. If the officer secures other employment while in retiree status from the Village and is eligible for any health benefits from that employer, the Village will have no further obligation to provide such benefits, until the retiree would no longer be employed in that status.
- (b) An officer who becomes eligible for a total and permanent disability retirement as a result of the provisions of Section 207-c of the General Municipal Law, will receive health benefit coverage from the Village as described in Section 8.4 above.

## SECTION 8.6

An officer who elects to waive health benefits coverage under Section 8.1 shall receive an annual amount equal to 50% of the average cost of the options provided (as of October 1<sup>st</sup> of that fiscal year ) under Section 8.1 to which the employee would have otherwise been entitled. Said amount to be payable in a lump sum each contract year in the last pay period in the month of November. This declaration must be made on or before February 1st of each year for the

following fiscal year.

#### SECTION 8.7

An employee hired on or after June 1, 2004 requiring medical / health benefits other than a single plan, will be offered this coverage by the Village of Hamburg providing the employee pays ten percent (10%) of the difference between single and any other plan they choose to be covered under (e.g. family or couple). All employee contributions towards medical/ health benefits will be paid through bi-weekly payroll deduction.

#### SECTION 8.8

The Village will provide all PBA members with dental insurance under the Guardian Dental Guard IV program. The Village will pay 80% of the premium cost and the employee will pay 20%. The employee portion of the plan will be collected thru payroll deduction. The Village will maintain a continuing review and evaluation of the benefits provided pursuant to Section 8.8 herein, in terms of coverage cost and administrative effectiveness. In the course of such review and evaluation the Village will investigate and evaluate other dental plans. The Village, at its option, may present to the Association a proposal to provide dental coverage from a source other than those listed in Section 8.8 which the Village considers comparable in terms of coverage, cost and administrative effectiveness to consider, evaluate and negotiate concerning any such proposal, but the coverage provided pursuant to Section 8.8 may not be terminated or other coverage substituted therefore except with the express written approval of the Association.

### ARTICLE 9

#### VACATIONS

#### SECTION 9.1

Employees covered by this agreement shall be entitled to vacations with pay at their regular rate as follows:

- (a) After completion of one (1) full year of continuous employment: five (5) weeks vacation.
- (b) After completion of five (5) years continuous employment: (6) weeks vacation.
- (c) After completion of ten (10) full years of employment: seven (7) weeks vacation.
- (d) After completion of fifteen (15) full years of employment: eight (8) weeks vacation.
- (e) Except as herein provided, all matters with respect to vacations shall be as provided in the Rules and Regulations of the Village of Hamburg relating to

Village employees and relating to the Hamburg Police Department, adopted and amended from time to time by the Board of Trustees of the Village. It is mutually understood that the foregoing vacation schedule providing for longer vacation entitlement than the entitlement provided or available to other employees of the Village is in lieu of paid holiday provisions provided for police employees by state law. Normally, a maximum of two (2) employees (excluding the full time detective position) of the Association may be on vacation at the same time, which shall include employees who are attending the Police Conference of New York (PCNY). However, during an emergency or natural disaster, the Chief or his designee may, within his/her sole discretion, limit the number to less than two (2) or prohibit all employees from taking vacation during such periods.

- (f) Vacation shall be granted only at such time as the work of the Department shall permit. Vacation schedules shall be approved by the Chief of Police. It is understood that an employee shall have the right to request the use of (5) days of annual vacation in one (1) day increments.
- (g) Any Military Veteran who works on Memorial Day, July 4th, or Veterans day will be given eight (8) hours of compensatory time. Veterans on vacation during these days will not be charged a vacation day for that day. All reasonable attempts will be made not to schedule Veterans to work on Memorial Day, July 4th, or Veterans Day.

## SECTION 9.2

- (a) In order to qualify for vacation, a covered employee must have been in continuous service to the Village for a minimum of (1) year. For computation of this service time, it is agreed that the covered employee's first day of the job will be the starting date, not the day he/she finished probation and is tendered a permanent appointment.
- (b) Upon termination of an employee's employment for any reason, the Village will pay to such employee an amount equal to the number of weeks vacation to which the employee is entitled but has not taken or used as of the effective date of his/her termination, multiplied by the employee's weekly rate of pay as of the effective date of the employee's termination. Should the termination occur as a result of the death of an employee, any benefits flowing from the provisions of this clause shall be paid to the estate of the deceased employee.

## SECTION 9.3

- (a) Any officer who is eligible for two (2) weeks or less of vacation must take the time off as scheduled.
- (b) Officers who are eligible for vacation in excess of two (2) weeks, will be compensated with pay for unused vacation. At the time of annual vacation

selection, each officer must designate the number of weeks to be taken or to be reimbursed. A maximum of two (2) weeks may be sold back for reimbursement.

- (c) Said amount of unused vacation time will be paid at the current rate of pay in a lump sum check in the second payroll of July in each contract year.
- (d) Officers must submit buy-back requests on or before February 1st of each year for the following fiscal year. It is the individual Officer's responsibility to submit his/her buy-back request using forms provided by the Clerk-Treasurers office. Buy back requests submitted later than this date will not be honored.

## **ARTICLE 10**

### **PHYSICAL FITNESS BENEFITS**

The Village will reimburse officers for the cost of an annual membership fee at either the Buffalo Fitness Center, Gold's Gym or World Gym. To receive this reimbursement, the officer must provide proof of working out at the facility a minimum of 75 times during the course of a fiscal year. A sign in procedure will be developed by the Village for each facility. Reimbursement will be provided upon completion of 75 workouts regardless of when that occurs during the fiscal year. The Chief of Police will determine if requirement is met and certify same.

## **ARTICLE 11**

### **ATTENDANCE AND LEAVE**

#### **SECTION 11.1 SICK LEAVE ACCUMULATION**

- (a) Sick leave accumulation is earned at the rate of one and one-half (1-1/2) days per month and all full-time employees covered by this Agreement earn sick leave credit starting with their first day of employment. Any month during which a covered employee shall have worked less than half of the actual work days in such month shall not be considered for purposes of determining such employee's sick leave accumulation. Sick leave shall be posted the first of the month following the month earned.
- (b) An accumulation of unused sick leave will be allowed for each covered employee who earns these credits. Effective May 31st of a contract year, the number of days will be reconciled for the year.
- (c) In extraordinary circumstances, the Village, at its sole discretion, may extend sick leave beyond the limits provided for in this Agreement.

- (d) Sick leave shall be granted by the Chief of Police for sickness or injury, quarantine regulations or emergency medical or emergency dental visits. Except in extraordinary circumstances, sick leave may not be granted for less than one-half ( $\frac{1}{2}$ ) day. Such extraordinary circumstances will be determined solely by the Chief or designee and must include some type of emergency situation. At no time will sick leave be granted in less than one (1) hour blocks. The Chief of the Department shall be responsible for keeping complete records, including his/her own, for all accumulated sick leave and amounts of and reasons for any sick leave granted. He/She shall report, upon request of a covered employee, the accumulated sick leave credits.
- (e) A covered employee shall have the right to request the use of up to six (6) sick days per year for illness in his/her immediate family. Sick leave shall be six (6) days. It is understood that any such request must be accompanied by a doctor's certificate stating that the employee's presence is necessary.
- (f) If an employee is unable to work due to illness, he/she must report to the Department one (1) hour before his/her shift is to begin, and on each subsequent day of absence, unless excused from the latter by the Chief of Police. This reporting-in process is necessary so that essential manpower can be assigned. Compensation for time lost from work will not be paid unless this procedure is followed. If an employee is absent three (3) times in any calendar quarter due to personal illness, it will be assumed that a health problem of some type exists and the employee will be asked to discuss the situation with the Chief of Police or his designee. For absences of more than three (3) consecutive days, the employee will be required to furnish a doctor's statement verifying treatment and ability to return to work for each period of illness.
- (g) The Chief of the Department shall make a written report prior to the certification of the payroll, stating the names of the covered employees and the sick leave granted, including his/her own, during each pay period.
- (h) Upon retirement or termination of employment for any reason, at the option of the employee, the Village will pay to the employee an amount equal to one-half ( $\frac{1}{2}$ ) of the employee's daily rate of pay at the time he/she leaves or retires, multiplied by the number of days of accumulated sick leave. The number of accumulated days of sick leave that may be sold back is not to exceed three hundred (300) days. The employee has the option of taking this payment in one lump sum or in three equal annual payments. The first payment will be paid upon the end of employment. The two remaining payments will be paid with the first payroll of the next two fiscal years.
- (i) The Village agrees to continue the employee's health insurance coverage and allow sick leave to accumulate during an employee's period of temporary disability due to a compensable claim under New York State Worker's Compensation Law.
- (j) After three (3) days of sick leave, if an employee intends to leave his/her residence and/or community for an extended period, he/she must notify the Chief of the Department or designated representative of his/her whereabouts.

## SECTION 11.2 PERSONAL LEAVE ACCUMULATION

- (a) Full-time covered employees may be granted leave not to exceed four (4) days per year for the purpose of religious observance and/or personal business not specifically covered elsewhere. Application for personal leave shall be filed by the covered employee on the prescribed form with the Chief of Police. A refusal by the Chief of Police to grant a request shall not be arbitrary or capricious. The specific reasons for the absence need not be elaborated upon if the employee feels that absence is of a personal nature. If approved by the Chief of Police, personal leave shall be granted and written notification is to be given the covered employee.
- (b) The Chief of Police shall maintain accurate records. On June 1st of each succeeding year, all such employees with six (6) months of continuous employment will be credited with four (4) days of personal leave.
- (c) If the covered employee does not use his/her personal leave days prior to the end of the fiscal year, any remaining unused personal leave days shall be added to the sick leave credit bank.
- (d) Except in extraordinary circumstances, personal leave may not be granted for less than one-half ( $\frac{1}{2}$ ) day. Such extraordinary circumstances will be determined solely by the Chief or designee and must include some type of emergency situation. At no time will personal leave be granted in less than one (1) hour blocks.

## SECTION 11.3 BEREAVEMENT LEAVE

A leave of absence with pay not to exceed three (3) consecutive work days, will be granted by the Chief of Police to the covered employee in the event of death occurring in such employee's immediate family. This leave shall be increased to four (4) working days in any instance where the funeral is being held on the fourth working day. "Immediate family" shall include parent, current spouse, brother, sister, son, daughter, grandparent, grandchild, current parent-in-law, current brother-in-law, current sister-in-law, son-in-law, daughter-in-law, or a person occupying the position of parent of the employee or his/her spouse, or other relative who is an actual member of such employee's household.

## SECTION 11.4 SICK LEAVE NOTIFICATION

When sick leave absence is needed, the employee or responsible person shall report same to the Chief of the Department or his designee no later than one (1) hour prior to the time to be at the job. The nature of the illness or disability, attending physician's name, if any, and other pertinent information shall be given at the time. In case of failure to report within the stated time limit, unless for reasons satisfactory to the Chief of the Department or his designee, the absence shall not be deductible from sick leave, but shall be considered time off without pay. When the need for sick leave terminates, the employee will report to the Chief of the Department or his designee availability for duty at least two (2) hours prior to the start of his/her next regularly scheduled tour of duty.

#### SECTION 11.5 LEAVE OF ABSENCE

- (a) Maternity leave without pay may be granted up to one (1) year, provided the pregnancy is reported in writing to the Chief of the Department not later than the fourth month and leave approved by the Village Board (without pay).
- (b) When a covered employee has exhausted all his/her sick leave credit, and is still unable to perform the duties of his/her position, the Chief of the Department may request the Village Board to grant a leave of absence without pay for a period not to exceed one (1) year.
- (c) The Chief of the Department may request the Village Board to grant a covered employee leave of absence, without pay, for a period of one (1) year for the purpose of additional education and training that will increase the usefulness and efficiency of the employee in his/her position.
- (d) No leave of absence, with or without pay, shall be granted to any covered employee to try another job, except that the other job be within the Village jurisdiction.
- (e) A former Village employee not on leave of absence, with or without pay, may be rehired on the same status as any new employee.

#### SECTION 11.6 MILITARY LEAVE OF ABSENCE

Any covered employee who is required or ordered to report for military duty, shall be granted military leave of absence pursuant to the Federal and New York State Military Law(s).

#### SECTION 11.7 UNAUTHORIZED ABSENCE

No covered employee may be absent from duty without permission of the Chief of the Department. After three (3) days absence without permission, the Chief of the Department or Board of Trustees may declare the position vacant unless the absence is satisfactorily explained.

#### SECTION 11.8 DEDUCTIONS FOR ABSENCE WITHOUT PAY

The amount to be deducted from a covered employee's paycheck for either authorized or unauthorized absence without pay, shall be one (1) day's pay for each day's absence.

#### SECTION 11.9 JURY DUTY

On proof of the necessity of jury duty, leave of absence shall be granted with regular pay. Compensation received from jury duty may be retained by the employee without diminution of the employees regular compensation.

## ARTICLE 12

### UNIFORMS AND EQUIPMENT

#### SECTION 12.1

All authorized individual items of uniform and equipment required for duty in the Hamburg Police Department will be furnished by the Village at the expense of the Village of Hamburg. The following procedure will be followed:

#### AUTHORIZED EQUIPMENT ITEMS:

- |   |                                   |
|---|-----------------------------------|
| (1) Fire Arm                              | (2) Official Badges               |
| (1) Holster                               | (2) Name Plates                   |
| (1) Pepper Spray and Holder               | (1) Nightstick and Holder         |
| (1) Magazine Case                         | (1) Pair Handcuffs and Case       |
| (1) Armored Vest                          | (1) ASP Tactical Baton and Holder |
| (1) Off Duty Wallet Sized Badge with case |                                   |

#### AUTHORIZED UNIFORM ITEMS:

- |                                 |                           |
|---------------------------------|---------------------------|
| (1) Spring Recruit Style Jacket | (2) Uniform Hats          |
| (1) Winter Coat                 | (1) Trouser Belt          |
| (5) Trousers                    | (1) Raincoat              |
| (5) Shirts                      | (1) Rain Cap Cover        |
| (2) Ties                        | (1) Pair of Shoes         |
| (6) Pair of Socks               | (1) Pair of Winter Gloves |
| (1) Sweater                     | (1) Winter Vest           |
| (1) Pair of Boots               |                           |

The Village will replace items due to normal wear and tear through the normal quartermaster system

#### SECTION 12.2

No member of the Hamburg Police Department shall wear or use any item of uniform or equipment furnished in accordance herewith except while on actual duty as a member of the Hamburg Police Department, except when otherwise authorized by the Chief of Police.

Nothing herein shall be construed to prohibit the temporary wearing or discarding of uniform items or the use of special items of equipment other than as herein provided when required by unusual or emergency situations.

Items of uniform and equipment unavoidably damaged or destroyed in the performance of



duty by a member of the Hamburg Police Department will be repaired or replaced at the expense of the Village of Hamburg, provided the member shall have filed a written report of the circumstances of such damage or destruction.

If an arrest is made, appropriate charges will be filed against the appropriate parties so that restitution can be ordered by the Court whenever possible. Items of equipment and uniform damaged, destroyed, or lost (whether or not while the member is on duty) as a result of lack of reasonable care by the member, shall be repaired or replaced by the member at the member's expense.

Upon separation from employment, all uniforms and equipment must be returned to the Village prior to or on the date of separation. It is agreed that any salary due such employees shall be withheld until all such uniforms and equipment are returned.

### SECTION 12.3

In addition to any other compensation, employees shall receive two hundred fifty dollars (\$250.00) per contract year for the purpose of cleaning the employee's assigned uniforms. Such payment shall be made as part of the first pay period for the fiscal year.

## **ARTICLE 13**

### **PRINTING OF AGREEMENT**

#### SECTION 13.1

The Village at its expense, shall furnish the Association with a sufficient number of copies of this Agreement for distribution to employees who are members of the Association. The Village further agrees to provide each new employee initially appointed after the signing of this Agreement, with a copy of this Agreement within one (1) week following his/her first day of work.

#### SECTION 13.2

The Village agrees to provide each member of the bargaining unit with a current copy of the Village Rules and Regulations coincidental with the distribution of the printed Agreement.

#### SECTION 13.3

Printed copies of this Agreement and the Village Rules and Policies shall be issued not later than sixty (60) days after the signing of this Agreement.

## ARTICLE 14

### DISCIPLINARY ACTIONS

#### SECTION 14.1

If any employee fails to do the work assigned to him/her or fails to obey the rules, he/she is subject to disciplinary action. This may amount to reprimand, fine, demotion, or a suspension of up to thirty (30) days without pay; or discharge, depending upon the seriousness of the offense. Any employee who is disciplined or discharged shall be allowed to appeal such discipline or discharge in accordance with Section 14.2 of this Article.

#### SECTION 14.2 NOTICE OF DISCIPLINE OR DISCHARGE

- (a) The Village agrees to promptly notify the President of the Association, in writing, upon the discipline or discharge of an employee.
- (b) The disciplined or discharged employee will be allowed to discuss his/her discipline or discharge with the President of the Association and the Village will make available an area where he/she may do so before he/she is required to leave the property of the Village. Upon request, the Chief of Police or his/her designated representative will discuss the discipline or discharge with the employee and the President of the Association.
- (c) An employee may only be suspended without pay for a maximum period of thirty (30) days.
- (d) Appeal of Discipline or Discharge - Should the disciplined or discharged employee or the President of the Association consider the discipline or discharge to be improper, a complaint will be presented in writing through the President, in accordance with Article 14, to the Village within fifteen (15) calendar days of the discipline or discharge. The Village will review the discipline or discharge and give its answer within fifteen (15) calendar days after receiving the complaint. If the decision is not satisfactory to the Association, the matter will be referred to Step 3 of the Grievance Procedure. The Arbitrator's decision shall be final and binding.

#### SECTION 14.3

The Village agrees that no employee will be disciplined or discharged without just cause and the said employee has the right to utilize only the procedures set forth in this Article and Article 14. The employee shall have the right to be represented by the Association, if he/she wishes, at each stage of the procedure to appeal a disciplinary or discharge action against the officer. The Association shall have the right to be present at each stage of the procedure and shall be notified by the Village of any meeting date.

#### SECTION 14.4

- (a) A police officer will be given a copy of any warning, reprimand, suspension or disciplinary action entered into his/her personnel record within three (3) days of the action taken.

- (b) No record or reference to a complaint, either departmental or external, lodged against a police officer shall be entered into the officer's personnel record if, after investigation, such complaint is decided by the Village to be unfounded. Upon completion of the said investigation the Village shall notify, in writing, the police officer of its findings and conclusions.
- (c) Police officers who have complaints lodged against them by citizens, shall have the substance of the complaint presented to them in writing. If an oral complaint, the officer will be advised of the complaint and the circumstances involved.
- (d) Charges and specifications and all references thereto, shall be removed from the personnel folder of the police officer if he/she is found "not guilty" after the administration hearing, or after proceedings are finally determined a Court of Competent Jurisdiction.

#### SECTION 14.5 BILL OF RIGHTS

The provisions of this Article shall not apply to criminal investigations or investigations of possible criminal activity or violations.

- (a) Interrogation - The interrogation of a police officer shall be conducted at a reasonable hour, preferably when the officer is on duty, and if not on duty, during daylight hours, unless the circumstances of the investigation dictate otherwise.
- (b) An officer must be informed of the nature of the investigation before any interrogation commences. This information must be sufficient to reasonably inform the officer of the nature of the investigation.
- (c) The length of an internal interrogation must be reasonable, with rest periods for personal necessities, meals, phone calls and rest.
- (d) A police officer will not be threatened with transfer, dismissal or other disciplinary action as a means of obtaining information concerning the incidents under investigation. A police officer will not be subject to abusive language or promised reward, as an inducement for answering questions.
- (e) A police officer under investigation must have counsel or a representative of the Association with him/her during any interrogation, unless waived in writing by the police officer and co-signed by an Association President or Vice- President.
- (f) Any interrogation of a police officer for disciplinary actions must be completely recorded, either mechanically or by stenographer.
- (g) If a police officer is suspected in a criminal investigation, he/she must be advised of all his/her Miranda Rights.
- (h) A police officer under investigation will be furnished an exact copy of any statement he/she has signed, or of the proceedings that are recorded either mechanically or by stenographer.

- (I) A police officer will not be given a polygraphic examination for any reason during a department investigation.
- (j) No police officer will be required or requested to waive any constitutional rights granted to him/her under the United States or the New York State Constitution.

## **ARTICLE 15**

### **GRIEVANCE PROCEDURES**

#### **SECTION 15.1 DEFINITIONS**

As used in this collective bargaining agreement, the following terms shall have the following meaning:

- (a) "Employee" shall mean any person directly employed and compensated by the Village of Hamburg and covered by this Agreement, including police officers and lieutenants but excluding part-time officers.
- (b) "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the terms of this Agreement or the rights claimed thereunder.
- (c) "Department" shall mean the Police Department.
- (d) "Supervisor" shall mean a lieutenant or higher level of authority above the employee in the department wherein the grievance exists and who assigns and supervises the employee's work and approves his/her time record or evaluates his/her work performance.
- (e) "Days" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this regulation.

#### **SECTION 15.2 DECLARATION OF BASIC PRINCIPLE**

Every covered employee shall have the right to present his/her grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a person of his/her own choosing at all stages of the grievance procedure.

#### **SECTION 15.3 PROCEDURAL UNDERSTANDING**

- (a) It is important that grievances be processed as rapidly as possible. The number of days indicated at each step would be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed, the time limits given below may be extended.

- (b) Failure at any step of this procedure to communicate to the aggrieved employee or the Association the decision on a grievance within the specified time limit, shall permit the aggrieved employee to proceed to the next step of the grievance procedure. Failure to announce an appeal of a grievance to the next step within the specified time limits shall terminate the grievance.

#### SECTION 15.4 STAGE ONE - PRESENTATION TO CHIEF OF POLICE

- (a) An employee who claims to have a grievance shall present his/her grievance to the Chief of Police in writing, within five (5) days after the grievance occurs.
- (b) The Chief of Police shall discuss the grievance with the employee, shall make such investigation as he/she deems appropriate, and shall consult with his/her superiors to such extent as he/she deems appropriate.
- (c) Within five (5) days after presentation of the grievance to him, the Chief of Police shall make his/her decision and shall communicate the same in writing to the employee and to the employee's representative, if any.

#### SECTION 15.5 STAGE TWO - APPEAL TO OFFICE OF THE MAYOR

- (a) A covered employee or the employee's representative may appeal the decision of the Chief of Police within fifteen (15) days after notice of such decision. The appeal shall be taken by submitting to the Office of the Mayor a written statement signed by such employee and the employee's representative, if any, taking the appeals, containing:
  - (1) The name and address of the employee's representative, if any, and his/her department if he/she be a fellow employee.
  - (2) A concise statement of the nature of the grievance up to the time of the appeal.
  - (3) A request for a review of the decision of the Chief.
- (b) The Office of the Mayor shall hold a hearing within ten (10) days after receiving the written request for review. It shall give at least three (3) day's notice of the time and place of such hearing to the employee, the employee's representative, if any, and the Department Head, all of whom shall be entitled to be present at the hearing. The hearing may be recorded either mechanically or by stenographer. Either party can demand that a stenographer be used but that party is responsible for all costs associated with this demand. If at a future date the other party involved wishes to have a copy of the transcript, they must reimburse the other party for one half of the initial costs for the stenographer.
- (c) The Office of the Mayor shall make his decision and shall communicate the same in writing within five (5) days to the covered employee and to the covered employee's representative, if any.

## SECTION 15.6 STAGE THREE - ARBITRATION

If the grievance is still unsettled after the reply from the Office of the Mayor, the employee or the employee's representative, if any, shall file with the Village a written notice for arbitration.

- (a) The arbitration proceedings shall be conducted by an arbitrator to be selected in accordance with the rules and procedures of the New York State Public Employment Board upon request of either party.
- (b) The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument. The decision of the arbitrator shall be final and binding on both parties.
- (c) In lieu of proceedings in accordance with the rules of the New York State Public Employment Relations Board, the parties may select an arbitrator by mutual agreement. The cost of the arbitrator shall be shared equally by both parties to this agreement.
- (d) The arbitrator will have no authority to add to subtract from, alter, amend, or modify any provision of this Agreement, or impose on either the Village or the Association any limitation or obligation not specifically provided for under the terms of this agreement.
- (e) The hearing must be recorded either mechanically or by a stenographer. Either party can demand that a stenographer be used but that party is responsible for all costs associated with this demand. If at a future date the other party involved wishes to have a copy of the transcript, they must reimburse the other party for one half of the initial costs for the stenographer.
- (f) If a grievance is not presented within the time limits set forth in this Article, Step One, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit, or any agreed extensive thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Association may consider to treat the grievance as denied at the Step and the grievance is automatically appealed to the next Step where the procedural time limits to that Step will be applicable.

## **ARTICLE 16**

### **NON-DISCRIMINATION**

#### **SECTION 16.1**

The Association agrees to continue to admit all employees to membership and to represent all covered employees without regard to race, creed, color, national origin, age or sex.

The Village agrees to continue its established policy against all forms of illegal discrimination with regard to race, creed, color, national origin, sex, age or the proper exercise by an employee of the rights guaranteed by the Public Employee's Fair Employment Act.

## **ARTICLE 17**

### **SEPARABILITY**

#### **SECTION 17.1**

In the event that any article, section or portion of this agreement is found to be invalid by a decision of a tribunal of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.

## **ARTICLE 18**

### **LEGISLATIVE APPROVAL**

#### **SECTION 18.1**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE BOARD OF TRUSTEES HAS GIVEN APPROVAL.

## **ARTICLE 19**

### **TERM**

#### **SECTION 19.1**

The term of this Agreement shall be from June 1, 2004 to May 31, 2010, except as otherwise expressly provided.

## ARTICLE 20

### HOURS OF WORK

#### SECTION 20.1

Work days and work weeks of employees covered by this Agreement shall be in conformity with New York State Law. The Chief of Police will establish and maintain individual work schedules. Such schedules will be conformed to as closely as possible, necessary alterations being made in such schedules only for illness, emergencies, or other circumstances over which the Chief of Police has no control.

#### SECTION 20.2

Officers normal work schedule will be 5 days on and 2 days off followed by 4 days on and 2 days off.

#### SECTION 20.3

Officers will not be allowed to trade shifts without the specific approval of the Chief of Police or his designee. Approval for shift trades will not be unreasonably withheld.

#### SECTION 20.4

(a) Designated relief officers:

The designated relief officers will number no more than four (4). Designated relief will be comprised of any officers(s) assigned to the Detective Division, and the remaining consisting of officer(s) from the Patrol Division.

- (1) Relief designation will be determined by voluntary consent or seniority.
- (2) The Chief may change the scheduled hours of a designated relief person on an "as needed" basis. However, with the exception of any full-time detectives, a designated relief person's scheduled days off cannot be changed except by mutual consent of the Chief of Police and said officer.

(b) Non-relief officers will not have their days off split or changed, except by mutual consent of the Chief of Police and said officer.

- (c) On proper notification, in order to maintain shift levels, a shift with more than two (2) officers may have one (1) officer moved to cover the short shift. The officer change will be determined either by:
- (1) movement of a relief officer, or
  - (2) voluntary consent (senior officer offered the option first)



- (d) No officer may be moved if it would cause such officer to work a double shift. Such movement may be made only if no adverse impact is caused to other officers.
- (e) Officers may have their shifts changed in order to attend training courses (CPS, range, etc.) and other special events as may be necessary.
- (f) If an officer requests a personal leave, compensatory or vacation day when only two (2) officers are working a shift, an attempt will be made to fill such shift by either:
  - (1) The moving of a relief officer, or
  - (2) The use of a part time officer, or
  - (3) The voluntary movement of another officer, or
  - (4) The use of overtime
- (g) All officers will have the right to be treated alike and all requests will be handled equally.
- (h) Light duty may be made available to any member not able to work road patrol due to an off-duty injury or illness. It is understood that the work hours and days for an officer in a light duty assignment will be at the sole discretion of the Chief of Police.
- (i) When vacation is scheduled during a week that only four (4) days are scheduled, the time charged for vacation will be four (4) days.
- (j) Under normal circumstances, the schedule will be posted for a period of no less than three (3) month and be updated prior to the commencement of second month.

## SECTION 20.5

Officers will be allowed to bid for a steady shift of their choice based upon seniority. The steady shift bidding procedure will be conducted along with the vacation schedule and be completed by February 1<sup>st</sup> each year. It is understood that if an officer's shift and/or slot changes due to this bidding process, it may become necessary to adjust their schedule from the normal 5-2, 4-2 schedule during the transition period from the officer's current schedule into their new schedule. It is also understood that during the transition period, no officer shall be required to work more than 5 consecutive days, nor more than 80 hours per pay period during said transition period without additional compensation.

## ARTICLE 21

### PROBATIONARY APPOINTMENT

## SECTION 21.1

Probationary appointment shall be for a period of not less than fifty-two (52) weeks.

## **ARTICLE 22**

### **SHOOTING PROFICIENCY**

#### **SECTION 22.1**

As a condition of continued employment, all bargaining unit employees shall, annually continue to meet the qualification standards as set by the range officer and approved by the Chief of Police. Time and attendance costs for participation in the foregoing course shall be borne by the Village. The Chief shall schedule the times for said course. It is understood that such scheduling shall be performed in an equitable and reasonable manner.

#### **SECTION 22.2**

The Village agrees to arrange for sufficient range time and to provide sufficient ammunition to allow employees to practice on their own time at least six (6) times per year.

## **ARTICLE 23**

### **NON-COMPETITIVE JOB CLASSIFICATION**

A non-competitive job classification or temporary assignment, means an activity which is performed on a regular and routine basis, and which is the prominent activity to be so performed by the officer.

When a vacancy exists in a non-competitive job classification, or temporary assignment with the recognized bargaining unit, or in a position created within the bargaining unit, notice of the existence of such vacancy shall be conspicuously posted upon a bulletin board in the police station for a period of ten (10) days, and police officers of qualified rank may affix their names thereto, indicating their desire to be considered for the filling of such vacancy.

When a vacancy exists, the police officer to fill the same shall be selected from the top three (3) qualified police officers who have affixed their names to said list.

After the probationary period, an officer will not be removed from such classification, without cause. Such removal may be grieved under the grievance procedure contained in this Agreement. It is understood that the Village will not be required to comply with the provisions of Section 75 of the Civil Service Law for such removal.

All appointments referred to herein shall be probationary only, for a consecutive period of fifty-two (52) weeks, which time shall not include time off for vacation and time spent in school for such position.

ARTICLE 24

CONCLUSION OF COLLECTIVE NEGOTIATIONS

SECTION 24.1

This Agreement is the entire agreement between the Village and the Association and terminates all prior agreements and understandings and concludes all collective negotiations. Neither party will unilaterally seek to modify its terms through legislation or any other means, and supercedes all Village regulations which might otherwise apply to employees covered by this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed respectively by their duly authorized officers as of the date herein below set forth.

VILLAGE OF HAMBURG

By: 

Dated 5/18/09

Curt S. Herrmann, Mayor  
Village of Hamburg

POLICE BENEVOLENT ASSOCIATION

By: 

Dated 5/21/09

Kevin J. Haberman, President  
Hamburg Police Benevolent Association